



- ☐ Callville Bay Resort & Marina  
Lake Mead, NV  
(702) 565-4813
- ☐ Lake Don Pedro Marina  
Lake Don Pedro, CA  
(209) 852-2369
- ☐ Mocassin Point Marina  
Lake Don Pedro, CA  
(209) 989-2206
- ☐ Cottonwood Cove Resort & Marina  
Lake Mohave, NV  
(702) 297-1464
- ☐ Lake of the Ozarks Marina  
Lake of the Ozarks, MO  
(573) 873-3705
- ☐ Trinity Lake Resorts & Marinas  
Trinity Lake, CA  
(530) 286-2225
- ☐ Lake Amistad Resort & Marina  
Lake Amistad, TX  
(830) 774-4157
- ☐ Marina at Lake Meredith  
Lake Meredith, TX  
(806) 865-3391
- ☐ Other \_\_\_\_\_

MOORAGE LICENSE AGREEMENT

SLIP NO. B10  
DRY STORAGE \_\_\_\_\_  
☐ REQUEST FOR DOCK BOX

34887

LICENSEE: \_\_\_\_\_ AUTHORIZED USERS: \_\_\_\_\_  
RESIDENCE ADDRESS: STREET: \_\_\_\_\_ D/L# \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: STREET: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
RESIDENCE PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_  
BOAT DESCRIPTION: MPG.: \_\_\_\_\_ TYPE: \_\_\_\_\_ COLOR: \_\_\_\_\_  
BOAT NAME: \_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_ VHP: \_\_\_\_\_  
TYPE OF POWER: I.O.: \_\_\_\_\_ I.B.: \_\_\_\_\_ O.B.: \_\_\_\_\_ JET: \_\_\_\_\_  
BOAT LENGTH: \_\_\_\_\_ BEAM WIDTH: \_\_\_\_\_  
MAKE OF MOTOR: \_\_\_\_\_ HORSE POWER: \_\_\_\_\_  
LEGAL OWNER: \_\_\_\_\_

ADDRESS-STREET: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

INSURED BY: \_\_\_\_\_ AGENT: \_\_\_\_\_ POLICY #: \_\_\_\_\_

BOAT TRAILER/LICENSE NUMBER: \_\_\_\_\_ MFG. SERIAL NUMBER: \_\_\_\_\_

IN CASE OF EMERGENCY AND YOU CANNOT BE CONTACTED, PLEASE PROVIDE NAME AND PHONE NUMBER OF THE PERSON YOU WISH US TO CONTACT:

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

ANY CHANGES AFFECTING THE ABOVE SHALL BE REPORTED TO THE MARINA OFFICE IMMEDIATELY.

TERM OF LICENSE AGREEMENT:

START DATE OF LICENSE: \_\_\_\_\_

PRORATED PORTION OF START MONTH: \_\_\_\_\_

FIRST FULL MONTH UNDER LICENSE: (\_\_\_\_\_) \_\_\_\_\_

LAST FULL MONTH UNDER LICENSE: (\_\_\_\_\_) \_\_\_\_\_

TOTAL MONTHS FOR INITIAL PAYMENT: \_\_\_\_\_

INITIAL PAYMENT SCHEDULE:

INITIAL PAYMENT (MUST ACCOMPANY SIGNED AGREEMENT)

NUMBER OF MONTHS FOR INITIAL PAYMENT: \_\_\_\_\_

INITIAL MOORAGE PAYMENT (RATE X MONTHS): \_\_\_\_\_ \$ \_\_\_\_\_

INITIAL DOCK BOX PAYMENT (RATE X MONTHS): \_\_\_\_\_ \$ \_\_\_\_\_

CUSTOM MADE TIE DOWN LINES: \_\_\_\_\_ \$ \_\_\_\_\_

KEY DEPOSIT: \_\_\_\_\_ \$ \_\_\_\_\_

OTHER PER MONTH: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL INITIAL PAYMENT DUE \$ \_\_\_\_\_

MONTHLY PAYMENT SCHEDULE:

MOORAGE PAYMENT PER MONTH: \_\_\_\_\_ \$ \_\_\_\_\_

DOCK BOX PAYMENT PER MONTH: \_\_\_\_\_ \$ \_\_\_\_\_

OTHER PER MONTH: \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL MONTHLY PAYMENT \$ \_\_\_\_\_

RENTAL FEES SUBJECT TO CHANGE UPON 30 DAYS WRITTEN  
NOTICE FROM THE CONCESSIONER.

DATE: \_\_\_\_\_ LICENSEE'S INITIALS: \_\_\_\_\_

WATER SLIP NUMBER: \_\_\_\_\_

LAND STORAGE NUMBER: \_\_\_\_\_

Licensee confirms the truthfulness of the information provided and Agrees to All of the Terms of This Two-Page Agreement.

LICENSEE:

BY \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

MARINA:

BY: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

AGREEMENT

THE UNDERSIGNED, HEREAFTER REFERRED TO AS THE LICENSEE, HEREBY ACCEPTS FROM FOREVER RESORTS, HEREAFTER REFERRED TO AS MARINA, THE BELOW NOTED SLIP OR SPACE FOR A PERIOD OF TIME SPECIFIED IN THIS AGREEMENT AND IN ACCORDANCE WITH TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Terms and Conditions of this license agreement are as follows:

- 1

This agreement is for the use of the space only for mooring of the above identified boat. Such space to be used at the sole risk of the licensee. Manna shall not be liable nor responsible for the safety, care, custody, control or protection of the licensee's boat (including gear, equipment and contents), or for any loss or damage thereto, of whatever kind or nature unless caused by the gross negligence of the lessor. THERE IS NO WARRANTY OF ANY KIND AS TO the condition of the floats, walks, gangways, ramps or mooring gear, nor shall marina be responsible therefore, for injuries to persons or property occurring thereon, or for any other reason whether herein specifically stated or not. IT IS AGREED THAT MARINA DOES NOT ACCEPT ANY BOAT FOR STORAGE AND IS NOT RESPONSIBLE THEREFORE AS A WAREHOUSEMAN OR GARAGE KEEPER AND THAT NO BAILMENT IS HEREBY CREATED AND THAT THE MOORING OR STORAGE SPACE HEREBY LICENSED SHALL BE USED ONLY BY THE UNDERSIGNED LICENSEE
- 2

One month written notice is required to terminate a slip of dry storage rental agreement. Initial that you will give us this notice in advance of vacating, and that all fees will be paid before removing any property from the resort. The final month deposit paid is to be used for your final month rent, only when 30 days notice is given, and is not refundable nor transferable.

Licensee's Initials\_\_\_\_\_
- 3

Licensee agrees to abide by the rules and regulations of any or all municipalities, counties, and states or federal agencies governing the recreational area as the same now exist or as amended from time to time and also agrees to abide by any rules and regulations that may now exist or hereafter be established by the marina covering the mooring of boats and the responsibilities and duties of the licensee which are presently known as moorage house rules and regulations. Licensee hereby acknowledges receipt of current moorage house rules and regulations. Said rules are posted at the moorage/marina office and copies are available on request, and violation or breach of any of said rules by licensee constitutes a material breach of this agreement.

Licensee's Initials\_\_\_\_\_
- 4

Licensee has examined and knows the condition of premises and has received same in good order and repair, and shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the license agreement shall surrender the premises to marina in as good as condition as when received. Under no circumstances, nor at any time, shall licensee change, modify or alter any dock equipment, walkway, float, slip or any property whatsoever owned by the marina. Boat baths of any kind are prohibited. Licensee shall not install or place any personal property, equipment, dock boxes, lockers, etc., of any type or shape on marina owned docks, floats or walkways. If licensee has a need for additional storage such as dock boxes or lockers, then they must be rented from marina for a rental fee payable to the marina as specified herein.
- 5

Licensee warrants that the boat is used for pleasure only and not in any commercial undertaking or use, or for rental, and agrees to vacate the premises, upon written notice, whenever said boat is used for other than pleasure.
- 6

MARINA IS HEREBY AUTHORIZED TO MOVE LICENSEE'S BOAT FROM THE PARTICULAR SPACE LEASED IN ANY CASE OF EMERGENCY, WITHOUT LIABILITY TO THE MARINA AND/OR MARINA PERSONNEL FOR DAMAGES AND/OR LOSS RESULTING FROM THEIR ACTIONS IN SUCH CASES.
- 7

Licensee shall secure boat in slip with proper lines properly tied and secured at all times so that the boat will be secure in all weather conditions. Under no circumstances nor at any time is the marina obligated to protect licensee's boat nor is marina obligated to take action or perform any services with respect to licensee's boat. Marina may, however, at any time take such steps and perform such services with regard to the licensee's boat as in its sole discretion it shall deem proper to protect the marina property, or the property of others. It shall not be liable from loss or damage to said licensee boat occurring before, during or after said services shall have been performed, or for failure to provide any or all such services. LICENSEE SHALL PAY FOR ALL SERVICES PERFORMED AND FOR GOODS OR MATERIALS USED IN ANY WORK DONE, WHETHER EMERGENCY OR OTHERWISE, IN AN EFFORT TO PROTECT OR SAFEGUARD OTHER BOATS, MARINA PROPERTY OR PERSONS FROM DAMAGE BY THE LICENSEE'S BOAT, REGARDLESS OF THE SUCCESS OF SUCH EFFORTS.
- 8

Manna is not considered to be an insurer of, nor responsible for, the property or person of licensee, his guests, invitees, or any other persons who comes on marina's premises on his account. Licensee agrees that he is totally responsible and liable for damage and/or loss to his own boat, others' boats and marina property resulting from actions taken by himself, licensee's boat or other persons on marina's premises as his invited guests. LICENSEE WAIVES ANY CLAIM AGAINST MARINA AND AGREES TO HOLD IT HARMLESS BY REASON OF ANY DAMAGE OR LOSS TO THE LICENSEE'S BOAT, INCLUDING BOAT GEAR, EQUIPMENT AND CONTENTS (WHETHER BY FIRE, THEFT, COLLISION, SINKING, DESTRUCTION, OR OTHERWISE) OR FOR THE TRAILER ON WHICH SAID BOAT RESTS, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, AND BY REASON OF ANY INJURY OR CLAIM OR INJURY TO THE UNDERSIGNED LICENSEE OR HIS GUESTS BY reason of the physical condition of the mooring or storage space hereby granted, or any of the approaches there to or exits therefrom. It is expressly agreed that the licensee shall carry liability insurance in reasonable amounts against the hazards of injury to others and property damage.
- 9

The license shall be deemed automatically cancelled if licensee's boat is declared by marina or any governmental agency unsafe, and/or a hazard to itself, the surrounding boats or the marina or if by the boats presence there is a possibility of pollution to the waters in or around the marina.
- 10

Should licensee breach any terms or conditions of this agreement or of the moorage house rules and regulations, herein referenced, or if the licensee fails to pay the mooring slip/ space fees, as agreed, or if the licensee's boat is considered a hazard or unsafe then the marina may take the necessary action to remove licensee's boat from the water and place said boat in dry storage with no liability to the marina, or marina employees. IN ALL CASES OF THE MARINA REMOVING LICENSEE'S BOAT FROM THE WATER AND PLACING SAID BOAT IN DRY STORAGE, LICENSEE WILL BE RESPONSIBLE FOR ALL COSTS OF LABOR, SERVICES AND MATERIAL REQUIRED TO COMPLETE SUCH ACTION. LICENSEE WILL ALSO BE RESPONSIBLE FOR THE DRY STORAGE USE FEES ACCRUED BY THE LICENSEE UNTIL SUCH TIME AS THE LICENSEE REMOVES HIS BOAT FROM MARINA PREMISES.
- 11

Manna shall have a lien upon the boat for the licensee fees and charges herein provided for, and in the event that licensee defaults here under, marina may hold the boat, using all necessary force to do so. As security for the payment of said licensee fees and charges, and the license fees shall continue to accrue while the boat is so held, should the boat be removed without payment of all license fees and charges due, marina may take possession of boat wherever and whenever found and return it to the marina and hold or dispose of boat according to law. Licensee agrees to pay all costs incurred in so enforcing marina's rights.
- 12

Waiver of any condition by marina shall not be deemed a continuing waiver of the same or any other condition of the agreement. This agreement contains the entire understanding of the parties hereto and no oral waivers, alterations, or additions shall be honored unless mutually agreed to by both parties in writing which will be evidenced only by both parties signing and dating said amendment. This Agreement cannot be assigned by Licensee.
- 13

DISPUTE RESOLUTION: If a dispute arises relating to the parties hereto which cannot be resolved by good-faith negotiations, Forever Resorts and I agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely cost-effective manner, WE WILL WAIVE OUR RESPECTIVE RIGHTS TO TRIAL BY JURY and resolve our dispute by submitting the controversy to binding arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA") and Forever Resorts' dispute resolution policy. (copies of which are available upon request.) In the event arbitration is necessary, the prevailing party shall be entitled to recover costs and expenses of the arbitration, including, but not limited to, attorney's fees and costs of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award. The enforceability of this clause and the arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. The law of the State and County as reflected above where the agreement is entered into and watercraft is operated, shall govern any dispute, and said County shall be the sole and exclusive place for jurisdiction and venue.

Licensee's Initials\_\_\_\_\_